

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0002196
Requisition ID:	0000011058
Document Number:	RFX0000383
Replaces Contract:	NEW
Date Mailed:	March 25, 2013
Closing Date:	April 25, 2013, 2:00 PM
Procurement Officer:	Tami Sherley Telephone: 785-296-3122 E-Mail Address: tami.sherley@da.ks.gov Web Address: http://da.ks.gov/purch
Item:	Services, MITA Assessment and MMIS Re-Procurement
Agency:	26400 Kansas Department of Health and Environment
Period of Contract:	One Year from Date of Award (with the option to renew for one (1) additional one (1) year period)
Guarantee:	No Monetary Guarantee Required
Scope:	This Contract shall cover the procurement of Services, MITA Assessment and MMIS Re-Procurement for the Kansas Department of Health and Environment during the contract period referenced above.

Event Number EVT0002196 was recently posted Procurement and Contracts Internet website.
The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/RFO/>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

SIGNATURE SHEET**Item:** Services, MITA Assessment and MMIS Re-Procurement**Agency:** Kansas Department of Health and Environment**Closing Date:** April 25, 2013

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

Tax Number_____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. **DO NOT** enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature_____ Date_____

Typed Name _____ Title_____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail_____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail_____

1. INSTRUCTIONS

1.1. Bid Event ID / Reference Number:

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance **ONLY DURING**:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. Negotiated Procurement:

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

1.3. Appearance Before Committee:

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.4. Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.5. Preparation of Proposal:

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.6. Signature of Proposals:

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.7. Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by Procurement and Contracts in writing.

1.8. Modification of Proposals:

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.9. Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at Procurement and Contracts prior to the closing date.

1.10. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.11. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.12. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.13. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Kansas Department of Administration

Procurement and Contracts

800 SW Jackson Street, Suite 600

Topeka, KS 66612 1216

Bid results will not be given to individuals over the telephone or email. Results may be obtained after contract finalization by obtaining a bid tabulation from Procurement and Contracts by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- Bid Event ID Number

Send to:

Kansas Department of Administration

Procurement and Contracts

Attention: Bid Results/Copies

800 SW Jackson, Suite 600

Topeka, KS 66612 1216

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to janet.miller@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds,

the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.14. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties.

(<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.15. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.16. Notice of Award:

An award is made on execution of the written contract by all parties.

2. PROPOSAL RESPONSE

2.1. Submission of Proposals:

The Bidder shall include an Executive Summary (Limit five (5) pages) as part of the Technical Proposal. The Executive Summary must be factual, brief and cover the core aspects of the proposed project. No reference is to be made to any pricing information or elements of cost within the Transmittal letter, Executive Summary or the Technical Proposal.

The Technical Proposal shall not exceed seventy-five (75) pages. The page limit includes all materials, including appendices, exhibits or attachments, but does not include the Transmittal letter, Executive Summary or resumes.

Bidder's proposal shall consist of:

- One (1) original and nine (9) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and nine (9) copies of the cost proposal including the signed Event Details document,
- Five (5) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Department of Administration

Procurement and Contracts

Bid Event ID: EVT0002196

Closing Date: April 25, 2013

800 SW Jackson Street, Suite 600

Topeka, KS 66612 1216

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Transmittal Letter:

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;

- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

2.5. Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.6. Timeline:

A timeline for implementing services must be submitted with the bid.

2.7. Methodology:

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

2.8. References:

Provide three (3) references who have purchased similar items or services from the bidder in the last five (5) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

3. TERMS AND CONDITIONS

3.1. Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2. Contract:

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3. Contract Formation:

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4. Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration

Procurement and Contracts

800 SW Jackson St, Suite 600

Topeka, Kansas 66612-1216

RE: Bid Event ID Number _____

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5. Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;

- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6. Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7. Rights and Remedies:

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.8. Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.9. Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.10. Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.11. Staff Qualifications:

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.12. Subcontractors:

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.13. Proof of Insurance:

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

3.14. Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.15. Confidentiality:

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

3.16. HIPAA:

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the successful Offeror shall protect the confidentiality of all Medicaid and CHIP clients and other materials that are maintained in accordance with the contract which will result from this RFP. The successful Offeror shall

execute a HIPAA Business Associate agreement. Except for officially approved purposes directly connected with the administration of the contract which will result from this RFP, no information about (or obtained from) any client in possession of the successful Offeror shall be disclosed to any party other than the KDHE in a form that identifies the client, without prior written consent of the client or a minor's parent or guardian. The successful Offeror shall maintain comprehensive confidentiality policies and procedures approved by the KDHE.

3.17. Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.18. Environmental Protection:

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.19. Hold Harmless:

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.20. Care of State Property:

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.21. Prohibition of Gratuities:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.22. Retention of Records:

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.23. Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.24. Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.25. Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.26. Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.27. Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.28. Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.29. Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.30. Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.31. Mandatory Provisions:

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporate by reference and made a part of this contract.

3.32. Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.33. Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.34. Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form <http://da.ks.gov/purch/CertificationImmigrationForm.doc> with the technical proposal.

3.35. Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.36. Injunctions:

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.37. Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.38. Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.39. Accounts Receivable Set-Off Program:

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3.40. Definitions:

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

3.41. Definite Quantity Contract:

This Request is for a close-ended contract between the Contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

3.42. Experience:

All bidders are to have a minimum of five (5) years continuous active participation in the applicable industry, providing comparable services to those specified herein.

This experience is required of the company. Additional specific individual requirements are described in Section 4. Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award. Such information may include but not be limited to, a list of similar complexity and type projects the bidder has completed.

3.43. Off-Shore Sourcing:

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.44. Prices:

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

3.45. Payment:

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

Payment schedule shall be determined based upon the deliverables as specified in Section 4. Payments will be made by deliverable after review, approval and acceptance by KDHE.

3.46. Demonstration Requirements:

A demonstration of the selected devices/equipment/solution for the using agencies may be required before final contract approval. The State of Kansas reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to the State within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.

3.47. Industry Standards:

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

3.48. Implied Requirements:

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

3.49. Acceptance:

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

3.50. Ownership:

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

Intellectual Property:

To facilitate obtaining the desired amount of Federal Financial Participation (FFP) under 42 CFR 433.112, the KDHE shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by the KDHE. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and such data and software to fulfill its obligations under the Contract. KDHE funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor. The KDHE shall have all ownership rights in data and software, or modifications thereof, and associated documentation and procedures designed and developed to produce any systems, programs reports and documentation, and all other work products or documents created under the Contract. The KDHE shall have these ownership rights, regardless of whether the work product was developed by the Contractor or any Subcontractor, for work product created in the performance of this Contract. The KDHE reserves, on behalf of itself and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software that includes, but is not limited to:

All computer software and programs, which have been designed or developed for the KDHE, or acquired by the Contractor on behalf of the KDHE, which are used in performance of the Contract.

All internal system software and programs developed by the Contractor or subcontractor, including all source codes, which result from the performance of the Contract; excluding commercial software packages purchased under the Contractor's own license.

All necessary data files.

User and operation manuals and other documentation.

System and program documentation in the form specified by the KDHE.

Training materials for KDHE staff, agents, or designated representatives in the operation and maintenance of this software.

The ownership rights to Contractor's intellectual property, plus any modifications or enhancements, developed by the Contractor prior to or outside of the Contract shall remain with the Contractor.

3.51. Data:

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

3.52. Certification of Materials Submitted:

The response to this RFP, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

3.53. Inspection:

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

3.54. New Materials, Supplies or Equipment:

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

3.55. Bidder Contracts:

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

3.56. Transition Assistance:

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

3.57. Award:

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

4. SPECIFICATIONS

4.1 Background Information

The Kansas Department Of Health and Environment, Division of Health Care Finance (KDHE-DHCF) serves as the Medicaid Single State Agency, as defined by 45 CFR 205.100. Throughout this RFP, this agency will be referred to as KDHE or the Department.

The statutory mission of the KDHE Division of Health Care Finance is to develop and maintain a coordinated health policy agenda that combines effective purchasing and administration of health care with health promotion oriented public health strategies. The powers, duties and functions of the Division are intended to be exercised to improve the health of the people of Kansas by increasing the quality, efficiency and effectiveness of health services and public health programs.

KDHE contracts with Hewlett Packard Enterprise Services (HPES) to operate its Medicaid Management Information System (MMIS) and act as Fiscal Agent. The current MMIS contract expires June 30, 2015. In October, 2003, HPES implemented a MMIS system called "interChange". The system is CMS-certified and is based on client server technology, centered on a Medicaid-specific relational data model.

KDHE is looking for innovative solutions to best utilize all of its Medicaid systems.

4.2 Related Activities

4.2.1 KanCare

In 2012, the State of Kansas awarded contracts to three Managed Care Organizations (MCOs) to provide managed care for the Kansas Medicaid and CHIP programs. Services included are physical health services, behavioral health services, and long term care (LTC), including nursing facility (NF) care and home and community based services (HCBS). Effective January 1, 2013, almost all Medicaid members and 100 percent of CHIP members were required to enroll in a managed care plan. Certain Medicaid eligibles may be voluntarily enrolled, but may not be required to be enrolled. The State of Kansas has determined that contracting with multiple MCOs will result in the provision of efficient and effective health care services to the populations currently covered by Medicaid and CHIP in Kansas, as well as ensure coordination of care and integration of physical and behavioral health services with each other and with HCBS.

4.2.2 Kansas Eligibility and Enforcement System (KEES)

Kansas is in the process of implementing a new eligibility system, KEES. KEES will determine eligibility for all Medicaid groups and CHIP. An online application for all Medicaid, CHIP, and insurance programs was procured as a part of KEES as well as an online presumptive eligibility tool. KEES will provide a single integrated portal.

In addition to the above functionality, the architecture of KEES will be such that the entire system or components of it can be reused by other programs and agencies. One example of potential reuse is that when the state's MMIS is re-procured in 2015, Kansas may use the eligibility system as the beneficiary sub-system rather than to rebuild or replace the current one. Functionality will have to be added later to accommodate these changes, but the system is being designed with this type of reusability in mind. KDHE also hopes that other agencies, such as Kansas Department for Children and Families (DCF), Kansas' social services agency, can reuse the system in whole or in part to modernize the technology supporting its human services

programs. KDHE's intent is to design and implement a system that will economize by reducing the number of redundant purchases for similar functionality and/or technology across state agencies and is even in discussions with other states about how they might be able to reuse this technology.

The above referenced on-line application was implemented in 2012. The core KEES components are scheduled to be implemented in October 2013 with further enhancements to be implemented later.

4.2.3 MMIS Projects

KDHE is in the process of implementing several federally mandated initiatives on the MMIS including but not limited to: ICD-10 coding, Affordable Care Act (ACA) Provider Enrollment changes, and ACA Standard Operating Rules.

4.3 Project Entities and Roles

The primary entities involved in this project include:

4.3.1 KDHE is responsible for the procurement, operation and maintenance of the systems and processes that support the publicly-funded medical assistance programs. The Department manages the relationship with the MMIS Contractor, and any independent verification and validation contractor or quality assurance contractors.

4.3.2 Centers for Medicare and Medicaid Services (CMS) is a federal agency within Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the State Children's Health Insurance Program (CHIP) and health insurance portability standards.

4.3.3 Hewlett Packard Enterprise Services (HPES) - the KDHE's incumbent Medicaid Fiscal Agent and MMIS Contractor, providing claims and prior authorization processing; provider relations; design, development and implementation activities for MMIS changes; and managing and operating the Kansas MMIS.

4.3.4 Accenture – KDHE is currently contracting with Accenture to develop its Kansas Eligibility and Enforcement System (KEES).

4.4 Terminology

4.4.1 The definition of terms and acronyms used in this Request for Proposal (RFP) are contained in the glossary, included in this RFP as Appendix B, Glossary.

4.5 Qualifications, Experience and Requirements

4.5.1 Offeror Mandatory Minimum Requirements

4.5.1.1 Offeror shall meet all mandatory minimum requirements described in this section to be considered for award of a contract from this solicitation. Offerors who are unable to demonstrate their ability to meet these requirements will be disqualified. Offeror shall meet the following requirements:

4.5.1.2 Responsible for writing at least one (1) Request for Proposal (RFP) for the procurement or reprocurement of a MMIS, large computer system that processes health care claims other than a MMIS, or other large computer payment system in the past seven (7) consecutive years. A large computer system is one that is

capable of handling multiple benefit programs and processing approximately fifteen million transactions annually.

4.5.1.3 A minimum of two (2) years, in the past seven (7) consecutive years, of experience writing solicitations, which included creating Use Cases or holding other requirements gathering sessions, for a state government agency.

4.5.2. Experience Requirements

4.5.2.1 In addition to meeting the Mandatory Minimum Requirements, the Offeror shall demonstrate that it possesses the skills, experience, resources and commitment necessary to successfully perform the tasks outlined in this RFP.

4.5.2.2 The Offeror shall document its experience in the past five (5) consecutive years completing a Medicaid Information Technology Architecture (MITA) State Self-Assessment (SS-A) for a state government or working with MITA requirements.

4.6 Statement of Work

4.6.1 OVERVIEW

KDHE is soliciting competitive, responsive proposals from experienced and financially sound organizations to perform the State of Kansas' Medicaid Information Technology Architecture (MITA) State Self-Assessment (SS-A) and, in conjunction with the findings from that SS-A, create a Request for Proposal (RFP) to reprocur the Kansas Medicaid Management Information System (MMIS). In addition to completing the SS-A and creating the RFP, the Contractor will also provide process support during the MMIS reprocurement.

4.6.1.1 The Contractor shall perform the following major tasks:

4.6.1.1.1 Technical Assessment of all the State's Medicaid Systems and Related Architecture: The purpose of this assessment is to develop the optimum plan for the Kansas Medicaid Systems enterprise architecture as we continue to upgrade our systems in the future.

4.6.1.1.2 Research Options and Develop Recommendations for the next Kansas MMIS Reprocurement.

4.6.1.1.3 MMIS Reprocurement Analysis Report: Complete a report that includes chapters for each of the above major tasks.

4.6.1.1.4 MITA 3.0 Assessment: Complete the required MITA 3.0 State Self Assessment (SS-A) for Kansas

4.6.1.1.5 MMIS RFP Creation: The Contractor shall be responsible for all document production relating to the MMIS Reprocurement RFP including, but not limited to, any Advanced Planning Document (APD), the content of the reprocurement documents, technical and application system requirements and all attachments or data required for supporting documents, and a Proposal Evaluation Plan.

4.6.1.1.6 MMIS RFP Process Support: KDHE will conduct the evaluation of all proposals submitted in response to the MMIS RFP. KDHE may require the Contractor to assist the evaluation

committee by acting as a subject-matter expert to address questions that arise during the evaluation.

4.6.2 CONTRACTOR'S GENERAL REQUIREMENTS

4.6.2.1 Contractor Relationship with the KDHE

The Contractor may be privy to internal policy discussions, contractual issues, price negotiations and confidential medical information, KDHE financial information and advance knowledge of legislation. Contractor shall only disclose this information with prior, written permission from KDHE and in compliance with KDHE policies and procedures, State of Kansas policies and state and federal rules, regulations and statutes.

4.6.2.2 General Duties

The Contractor is responsible for the following general contract requirements in performing all Work:

4.6.2.2.1 Work cooperatively with key KDHE staff and the staff of other Contractors in the course of the contract period to ensure the success of the project. KDHE may, in its sole discretion, use other contractors to perform activities related to this project that are not contained in the Contract.

4.6.2.2.2 Operate within KDHE's rules, at all times, and in accordance with all federal and state regulations.

4.6.2.2.3 Inform KDHE management staff on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.

4.6.2.2.4 Maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts and any other interactions or deliverables related to the project described in the Contract and make such records available to KDHE on a regular basis, throughout the life of the contract.

4.6.2.2.5 The Contractor shall have and maintain an electronic document repository, such as Microsoft SharePoint, that is accessible by all applicable State project staff. All documents available on the repository shall be the most current version of the document available. The Contractor shall ensure that all of the following are made available on the electronic data repository:

4.6.2.2.5.1 All draft and final deliverables described in the Contract or the Project Plan.

4.6.2.2.5.2 All resources used to create any deliverable available on the electronic data repository or delivered to KDHE.

4.6.2.2.5.3 Any records of meetings related to this project.

4.6.2.2.5.4 All system development life cycle documents related to this project.

4.6.2.2.5.5 Documentation for all presentations related to this project.

4.6.2.2.5.6 All project artifacts related to this project.

4.6.2.3 Project Management and Planning

Kansas has enacted comprehensive statutes dealing with the architecture, management, and oversight of IT activities statewide. The Information Technology Executive Council (ITEC), implementing their oversight responsibilities under those statutes, has adopted ITEC Policy 2500, which can be found at <http://oits.ks.gov/kito/itec/ITPoliciesMain.htm>. The vendor will assist the state agency in completing all or part of the required documents for submitting to the CITO at the KDHEs request.

4.6.2.3.1 Detailed Level Project Plan

In accordance with ITEC policy 2500, the Contractor shall create and submit Detailed Level Project Plan for the work included in this RFP. The detailed level project plan will generally occur after a procurement effort has been completed on the project but prior to contract award. At this time, the plan will need to be updated with detailed information regarding the true cost of the pending contract and resubmitted for CITO approval. Approval is required prior to starting project execution.

As part of developing project plans, the vendor will need to develop the Electronic Record Retention Statement to indicate that the project will comply with the provisions outlined in K.S.A. 45-403 and K.S.A. 45-213 through 45-223

(<http://www.kshs.org/government/records/stategovt/recordslaw.htm> and http://www.kslegislature.org/li/b2013_14/statute/).

In addition, there are a number of other documents required for the submittal. When requested, the vendor may assist the state agency in completing all or part of the documents required for submitting to the CITO. There are a number of documents required in the project plan submittal. A list of these required documents can be viewed at the following website: <http://oits.ks.gov/kito/ITProposedPlans.htm>.

DELIVERABLE: Project Plan; Project Plan Updates

DUE: The Project Plan shall be delivered to the KDHE no later than Ten (10) Calendar Days from the Contract's Effective Date; Project Plan Updates shall be due no later than five (5) Calendar Days from the event, delay or receipt of new information that caused the change.

4.6.2.3.2 Each project milestone or deliverable denotes a checkpoint toward the project completion date. The dates for completion of project milestones and deliverables shall be finalized for purposes of performance standards in the KDHE-approved Project Plan. The KDHE shall place an emphasis on achievable, realistic dates for the completion of quality and approvable deliverables. Payment of any deliverables shall be conditional upon successful achievement of project milestones, as determined by

KDHE approval of all project milestones and deliverables. Time is of the essence in meeting project milestones, providing deliverables, or completing performance by the specified dates.

4.6.2.3.3 The Contractor's status reporting shall provide information on progress toward meeting project milestone dates. The KDHE shall monitor each project milestone or deliverable completion date to ensure that the project completion date will be met. Failure to meet any project milestone or deliverable completion date shall be viewed as a signal to KDHE that a key completion date has not or will not be met.

4.6.2.3.4 In the Project Plan, the Contractor shall allow for at least thirty (30) calendar days following receipt of the Final Contract Statement of Work for KDHE to review this deliverable and document their findings.

4.6.2.3.5 The KDHE will submit the Draft MMIS Reprocurement RFP document to CMS for review. The Contractor shall expect and plan for CMS to provide comments within ninety (90) calendar days of receipt of the Draft MMIS Reprocurement RFP document. Subsequent to initial review by CMS and incorporation of any required changes, the KDHE will submit the Final MMIS Reprocurement RFP document to CMS for review and approval. The Contractor shall expect and plan for CMS to provide comments within sixty (60) calendar days of their receipt of the Final MMIS Reprocurement RFP and Evaluation. The Project Plan shall account for the necessary CMS review periods.

4.6.2.4 Deliverables

4.6.2.4.1 The table below lists the contract deliverables described throughout this RFP. The dates are estimated based on an assumed contract award date of May 17, 2013. Deliverable dates will be adjusted accordingly of the contract award date changes.

DELIVERABLES LIST		
RFP Reference	Deliverable	Estimated Due Dates
4.6.2.4.1.1.	Project Plans – Detailed Plan	5/28/13
4.6.2.4.1.2.	Project Plan Updates	Within 5 days from requested
4.8.1.2.1.	Organizational Chart and Staffing Plan	5/22/13
4.8.1.3.1.	Organizational Chart and Staffing Plan Updates	As Needed
4.6.2.6.1.1.	Communication Management Plan	6/17/13
4.6.3.2.1.1.	MITA Orientation Sessions	6/27/13
4.6.3.2.2.1.	MITA Update Sessions	As Needed
4.6.3.3.2.1.	MITA SS-A Report	9/30/13
4.6.3.3.3.1.	MITA SS-A Presentation	10/7/13
4.6.4.3.4.1.	MMIS Reprocurement Research	9/16/13
4.6.5.9.1	Technical Assessment Report	9/16/13
4.6.6.5.1	Draft MMIS Reprocurement Analysis Report	8/30/13
4.6.6.5.3	Final MMIS Reprocurement Analysis Report	9/16/13
4.6.7.7.1	APD (30 days from when requested)	As Needed
4.6.7.4.3.1.	Electronic Records Retention Plan and schedule of tasks to be included in the implementation plan to perform the necessary tasks for ingestion of the records into the KEEP system.	9/30/13

4.6.7.9.1	Draft MMIS Reprocurement RFP and PEP	No later than 10/15/13
4.6.7.10.1	Final MMIS Reprocurement Request for Proposal and PEP	No later than 11/15/13
4.6.8.7.1.	Bid Evaluation Report	No later than 4/30/14
4.6.8.8.1.	Final Contract Draft Statement of Work	5/12/14

4.6.2.4.2 All deliverables shall meet KDHE-approved format and content requirements. The KDHE shall specify the number of copies and media for each deliverable.

4.6.2.4.3 Parties shall mutually agree on the acceptance criteria for each Deliverable or Service prior to starting development of that Deliverable or Service. The Contractor is responsible for ensuring that the agreed to format is documented and signed by the KDHE Project Manager and the Contractor Project Manager prior to initiating activities.

4.6.2.4.4 Each deliverable shall be reviewed by the KDHE and shall require formal approval from the KDHE before acceptance of the deliverable. The Contractor shall allow for at least ten (10) business days following receipt, per deliverable, in any project plan for the KDHE to review each deliverable and document their findings, except as specified herein. Based on the review findings, the KDHE may grant approval, reject portions of the document, reject the complete document or request that revisions be made. Unless otherwise agreed to by the KDHE in writing, the Contractor shall be required to submit replacement pages or a complete revised version of the deliverable within five (5) business days following receipt of KDHE comments and requests for revision or clarification. The KDHE shall have an additional five (5) business-day review period whenever replacement pages or a complete revised version of a deliverable is resubmitted.

4.6.2.4.5 The Contractor shall provide draft versions of required documentation in a timeframe that allows for a review and revision process to occur between the KDHE and Contractor and meets the required due date for final documentation. The Contractor shall participate in the review and revision process until any documentation has been deemed acceptable, in writing, by the KDHE.

The Contractor shall employ an internal quality control process to ensure that all deliverables, documents and calculations are complete, accurate, easy to understand, and high quality. The Contractor shall provide deliverables that, at a minimum, are responsive to the specific requirements, organized into a logical order, contain no spelling or grammatical errors, formatted uniformly, and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing documents for reference through the duration of the project and project acceptance.

4.6.2.4.6 Deliverables of low quality or those that are otherwise unacceptable to the KDHE shall be rejected by the KDHE and shall be rewritten and resubmitted by the Contractor.

4.6.2.4.7 The Contractor shall document, in writing, and deliver to the KDHE, its responses to KDHE comments and KDHE requests for revisions or clarification of deliverable contents.

4.6.2.4.8 At the KDHE's request, the Contractor may be required to conduct a walk-through of KDHE-selected deliverables to facilitate the KDHE's review and approval process. The walk-through shall consist of an overview of the deliverable, explanation of the organization of the deliverable, presentation of critical issues related to the deliverable and other information, as requested by the KDHE. It is anticipated that the content of the walk-throughs will vary with the deliverable presented.

4.6.2.4.9 In the event that any due date for a deliverable, contained in the Contract, falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the KDHE.

4.6.2.5 Communication Requirements

4.6.2.5.1 The Contractor shall be responsible for developing a Communications Management Plan, as defined in A Guide to the Project Management Body of Knowledge, Fourth Edition, for the services outlined in the Contract. This plan shall be submitted to the KDHE for review and approval. The Communications Management Plan shall describe, at a minimum, the Contractor's communication model with the KDHE and other entities, the frequency and quality of communication, communication methods, the individuals responsible for communication and the Contractor's approach to meeting the communication requirements throughout the course of the Contract performance period.

DELIVERABLE: Communication Management Plan

DUE: thirty (30) calendar days from the Contract Effective Date

4.6.2.5.2 The Contractor shall enable all Contractor staff to exchange documents and electronic files with the all applicable State project staff in compatible formats. The KDHE currently uses Microsoft Office 2007. The Contractor shall maintain Microsoft Office 2007 for Windows and produce all deliverables and other documents delivered to the KDHE in Microsoft Office 2007 format only. The Contractor's use of Office for Mac which is compatible with Office for Windows is not acceptable.

4.6.2.5.3 The Contractor will have reasonable access to necessary KDHE project staff, system documentation and any necessary documentation that relates to KDHE policies, procedures and business processes in order to obtain the information necessary to fulfill its responsibilities under the Contract.

4.6.2.6 Reporting Requirements

4.6.2.6.1 The Contractor shall provide the reports listed in this section in the format directed by the KDHE and containing the information requested by the KDHE. Project reporting information shall be provided in compatible electronic form as well as printed output (the state uses Microsoft Project as its primary project management software package).

4.6.2.6.2 Weekly Reports

4.6.2.6.2.1 Progress Report – A report including a listing of the active project tasks and their beginning and completion dates, progress toward achieving any milestones or deliverables contained in the KDHE approved Project Plan or the Contract, and the identification of any problems, delays or issues that may impact the project. If any problems, delays or issues are identified, this report shall also contain proposed resolutions to eliminate or mitigate the problems, delays or issues.

4.6.2.6.3 Monthly Reports

4.6.2.6.3.14 Project Status Report – A high-level report of completed activities during the prior month and an overview of the tasks and deliverables due in the upcoming month.

4.6.2.6.4 In addition to the above weekly and Monthly Reports, the Contractor shall provide documents necessary for project approval and project reporting as required by the Kansas Information Technology Office (KITO). Detailed information about these requirements can be found at <http://oits.ks.gov/kito/itec/ITPoliciesMain.htm> and <http://oits.ks.gov/kito/ITProjectReporting.htm>. These requirements include:

4.6.2.6.5 Quarterly Reports: The quarterly reporting requirements will consist of a detailed package of material that will describe the overall performance of the project. This information may include but is not limited to the following:

4.6.2.6.5.1 Letter of Transmittal – Provides key project information regarding the current status of the project and a summary of costs expended to date.

4.6.2.6.5.2 Estimated Cost at Completion – A realistic appraisal of the total project effort in terms of time. It considers budgeted hours, actual hours, remaining hours, and estimated hours at completion.

4.6.2.6.5.3 Updated Work Breakdown Structure (WBS) – A detailed schedule of tasks with updated information on hours and dates expended.

4.6.2.6.5.4 Work Product Identification – Identifies and tracks the major project deliverables or milestones to be produced in a project.

4.6.2.6.5.5 Risk Identification Summary – Provide a description of the project risks, the probability of the risk occurring, the impact and suggested mitigation activities.

4.6.2.6.5.6 Top Five Issues – List of know issues associated with the project along with their current status.

4.6.2.6.5.7 Change Management Form – Documents any change in the project that affects the scope, cost, quality and nature of the project deliverables as well as the functioning of the project team.

4.6.2.6.5.8 The Quarterly Reports shall be submitted to the KDHE by the 5th business day following the quarter.

4.6.3 MITA INITIATIVE

4.6.3.1 Overview

The Medicaid Information Technology Architecture (MITA) Initiative is intended to stimulate an integrated business and IT transformation with the goal of improving Medicaid program administration by establishing national guidelines for technologies and processes. The MITA Initiative includes both an architecture framework and processes and planning guidelines that allow State Medicaid enterprises to meet their Medicaid objectives within the MITA Framework while supporting unique local needs. The MITA Framework is a consolidation of principles, business and technical models and guidelines to be used as a template for States to develop their individual architectures. The MITA Framework consists of the Business Architecture, the Information Architecture and the Technical Architecture. The Business Architecture provides the framework for defining a vision for improvements in Medicaid program operations and is used by States to assess their current business capabilities and determine targets for improvements.

The MITA State Self-Assessment (SS-A) is a process that a State uses to review its strategic goals and objectives, measure its current business processes and capabilities against MITA business capabilities and develop target capabilities to improve the operational effectiveness of its Medicaid program. The process consists of four steps: (1) list and prioritize the State's goals and objectives, (2) define the State's current business model and map to the MITA Business Process Model, (3) Assess the State's current capabilities ("As-Is" state), and (4) determine the State's target business capabilities ("To-Be" state). After completion of the MITA SS-A, a roadmap to reach the "To-Be" state can be developed. Information about MITA and Medicaid systems that support operations can be found on the CMS websites:

www.cms.hhs.gov/MedicaidInfoTechArch and
http://www.cms.hhs.gov/MedicaidInfoTechArch/04_MITAFramework.asp.

4.6.3.2 Orientation

4.6.3.2.1 The Contractor shall schedule and host MITA Orientation Sessions, as requested by the KDHE to inform all applicable State project staff on the MITA Initiative, the MITA Framework 3.0, the MITA SS-A process, and the information or documentation that will be required from the KDHE. The Contractor shall also provide updated orientation sessions to inform State staff of any changes to the MITA Initiative promulgated by CMS.

DELIVERABLE: Orientation Sessions

DUE: Thirty (30) calendar days from the contract effective date.

4.6.3.2.2 The Contractor shall conduct MITA Update Sessions, for State staff or stakeholders, relating to the MITA Initiative, the MITA Framework 3.0 and the MITA SS-A at the KDHE's request.

DELIVERABLE: Requested MITA Update Sessions

DUE: As scheduled based on the KDHE's request and approved Project Management Plan

4.6.3.3 MITA SS-A

4.6.3.3.1 The Contractor shall perform the specific activities listed below. All Deliverables and documentation shall adhere to the CMS MITA standards and direction, as published on the CMS MITA website, and direction given by the KDHE. Staff from various departments within the State will be included in the MITA assessment activities as Medicaid business processes impact other departments and agencies.

4.6.3.3.2.1 The Contractor shall map the current KDHE (and other applicable State Agency) business processes related to MITA and the MITA Business Areas to the MITA maturity model to create a KDHE Business Process Map.

4.6.3.3.2.2 The Contractor shall provide a thorough assessment of the Kansas' current "As-Is" state in each of the MITA business areas, subareas and any additional necessary state specific business areas, in relation to the MITA Maturity Model in MITA Framework 3.0.

4.6.3.3.2.3 The Contractor shall provide documentation of the State's target "To-Be" state for each of the MITA business areas, subareas and any additional necessary state specific business areas, in relation to the MITA Maturity Model in MITA Framework 2.0.

4.6.3.3.2.4 The Contractor shall develop a comprehensive Roadmap laying out a strategic plan for the State to reach the "To-Be" state, assess the feasibility and complexity of each step and detail the required internal process and system changes that will be required to reach the "To-Be" state.

4.6.3.3.2 The Contractor shall create a MITA SS-A Report that includes the Business Process Map, the "As-Is" assessment, the "To-Be" documentation and the Roadmap.

DELIVERABLE: MITA SS-A Report

DUE: One-hundred and thirty five (135) days after the Contract Effective Date.

4.6.3.3.3 The Contractor shall present the results of the MITA SS-A to the KDHE's leadership and stakeholders. The Contractor shall host the Final MITA Presentation, in a KDHE approved location, and shall be responsible for any costs incurred.

DELIVERABLE: MITA SS-A Presentation

DUE: No later than Seven (7) Business Days from the submission of the MITA SS-A Report

4.6.4 MMIS REPROCUREMENT RESEARCH

4.6.4.1 The Contractor shall conduct the research described in this section and document the results in the MMIS Reprocurement Analysis Report.

4.6.4.2 The Contractor shall review applicable federal and state regulations on information technology system architectures that relate to the MMIS and health technology, including but not limited to, the following:

4.6.4.2.1 KITO guidelines for the State's information technology systems, information technology architectures and data sharing.

4.6.4.2.2 Federal regulations and guidance on health insurance exchange technology.

4.6.4.2.3 Federal regulations and guidance on electronic health records and health information exchange, and associated provider incentive payments related to meaningful use.

4.6.4.2.4 Federal regulations and guidance on the KDHE's ability to receive enhanced federal matching funds for the MMIS, eligibility determination systems, and other information technologies.

4.6.4.2.5 Federal regulations and guidance on the National Correct Coding Initiative.

4.6.4.2.6 Federal regulations and guidance related to provider enrollment in Medicaid.

4.6.4.2.7 Federal regulations and guidance related to the implementation of the Patient Protection and Affordable Care Act (P.L. 111-148).

4.6.4.3 The Contractor shall perform an analysis of the MMIS related procurement activities of other states. This analysis shall include, at a minimum, all of the following activities:

4.6.4.3.1 Collect and perform a summary analysis on all MMIS related procurements, regardless of in which state they occurred, over the past ten (10) years.

4.6.4.3.2 Collect and analyze the contracts resulting from the MMIS related procurements, over the past ten (10) years.

4.6.4.3.3 Perform a detailed analysis to determine the best approach to procurement, best practices in MMIS related procurements, obstacles faced, lessons learned and improvements and enhancements available for a MMIS. This detailed analysis shall include updates on the MMIS related procurements for all of the states listed below utilizing the information in the Colorado MMIS Procurement Analysis Report (Appendix B). In addition to the states listed below (and included in the report in Appendix B), the Contractor should also recommend additional states to include in this analysis as appropriate.

- Alaska.
- California.
- Iowa.
- Massachusetts.
- Montana.
- Nebraska.
- Oregon.
- Washington.
- New Hampshire
- Maine
- Rhode Island

4.6.4.3.4 To ensure the development of an MMIS reprocurement solicitation that meets state and federal policies and direction, the Contractor shall review the current MMIS and apply the MITA Roadmap to determine how the MMIS will need to change to meet the MITA standards. The Contractor shall determine specific MITA Roadmap elements that may be included in the MMIS Reprocurement. Contractor shall analyze the expected feasibility, practicability and estimated cost of these changes. Contractor shall also prioritize the critical functions of the MMIS identified in the MITA SS-A and MMIS Operational and System Documentation.

DELIVERABLE: The results of this research shall be documented in the MMIS Reprocurement Analysis Report as addressed in Section 4.6.6.3.

DUE: With the MMIS Reprocurement Analysis Report

4.6.5 TECHNICAL ASSESSMENT

The Contractor shall complete a technical assessment in a format approved by KDHE. This will be done in-part as part of the MITA 3.0 assessment. However, the assessment shall include options and recommendations for changes to the Kansas Medicaid systems enterprise architecture in addition to the MITA State Self Assessment requirements. Moreover, KDHE requires that the technical assessment be completed early in the contract before the entire MITA assessment is complete. The technical assessment tasks shall include but not be limited to:

4.6.5.1 Record the current inventory of the systems and the current structure of Medicaid and CHIP business operations. The representation of the As-Is analysis is to distill the Enterprise Architecture (EA), which is a combination of the data architecture, the application architecture, and the technology architectures respectively.

4.6.5.2 The Contractor shall review how existing State Agency standalone systems and information technologies may be effectively integrated with the MMIS to create efficiencies, including but not limited to, the following:

4.6.5.2.1 Data Analytic Interface (DAI) – The DAI is a data repository for Medicaid, State Employee’s Health, and private insurance data. Truven Health Analytics Inc. is currently the vendor for this service. The DAI functionality allows a wide range of staff with varying levels of expertise to produce reports through an interface. Analysis based on episodes of care of individual beneficiaries, disease management, predictive modeling, and evaluative analysis to measure costs and outcome effectiveness is possible. The DAI is designed to use data to compare health care service and utilization patterns, and to identify trends and areas for focus and improvement. KDHE uses the data to develop programmatic improvements in Medicaid and the State Employee Health Program and to advance health policy for the state as a whole.

4.6.5.2.2 Immunization Registry - The Kansas Immunization registry (KANSAS WebIZ), operated and maintained by KDHE, has enrolled more than 1.3 million patients, tracking more than 9 million immunizations across 205 provider offices statewide. The registry continues to expand

4.6.5.2.3 Autism - This application is used to track applications to the Autism Waiver, generate/track waiting list and letters to individuals of eligibility.

4.6.5.2.4 BASIS - Basic Assessment & Service Information System for the Division of Disability and Behavioral Health Services – Community Supports (DBHS-CSS). A Mental Retardation and Developmental Disabilities (MR/DD) system used to track client information including eligibility, level of care, “special population, and psychotropic medication information”, Services, and provider.

4.6.5.2.5 BEACON Benchmark Effectiveness Aggregate for Community Outcomes Networking.

4.6.5.2.6 DD CSP License - Developmental Disability Community Service Provider License DBHS-CSS Developmental disability community service provider license management tool.

4.6.5.2.7 DD Ineligible - Developmental Disability Ineligible DBHS-CSS Developmental disability ineligible tracking tool.

4.6.5.2.8 KLO2- Kansas Lifestyle Outcomes 2nd Edition DBHS-CSS. An MR/DD system to measure quality enhancement outcomes for waiver services (Quality Assurance)

4.6.5.2.9 Matloc - Allows Assessment information to be collected by Contract Providers of Technology Assisted (TA) children Level of

Care/Eligibility for TA Waiver services. Supports needed, and Proposed Service Plan. Approvals occur via Program manager.

4.6.5.2.10 **SCRIPTS** - Statewide Contractor Reimbursement Information & Tracking System. Used to support federal and state expenditures for services delivered by the Child Welfare Contract Management Providers.

4.6.5.2.11 **AIMS** – Automated Information Management System collects and stores demographic, client status, and encounter data for the mental health clients served by local Community Mental Health Centers (CMHCs) in Kansas.

4.6.5.2.12 **KCPC** – Kansas Client Placement Criteria system collects and stores demographic and service information on clients with substance use disorders served by local substance abuse providers to assist in determining appropriate level of treatment.

4.6.5.2.13 **KHS Lucidity System** – Stores SED Waiver Plans of Care, budgets, functional eligibility information, and provider contact records through web-based application housed and maintained by Kansas Health Solutions.

4.6.5.2.14 **KAMIS** - Kansas Aging Management Information System for use by Area Agencies on Aging, service providers for Aging programs, the public, and State staff. The system collects and reports data on customer assessments plans of care, and services provided under all Aging programs.

4.6.5.3 The Contractor shall review how the MMIS may integrate or interact with other health information technologies under development in the state, including but not limited to, the following:

- **KEES** – Kansas Eligibility and Enforcement System
- **QA** - This system will be used to collect and report on all Child Support Services (CSS) Waivers Quality Assurance surveys.

4.6.5.4 The Contractor shall identify available technologies and provide options and recommendations regarding future strategies for Kansas Medicaid systems.

4.6.5.5 The Contractor shall identify and evaluate options for integration services such developing and leveraging a Master Patient Index, Record Locator Service, and Provider Directory with Medicaid systems including opportunities for obtaining enhanced Medicaid-related Federal Financial Participation (FFP) to finance a portion of these options.

4.6.5.6 The Contractor shall identify options for storing and accessing clinical data to:

4.6.5.6.1 Support a medical home and coordinate care for Medicaid beneficiaries, and

4.6.5.6.2 Support the ability to perform analysis regarding the effectiveness of meaningful use of Electronic Health Records (EHRs) in the care of Medicaid beneficiaries.

4.6.5.7 Identify options for a technical architecture of HIT/IT systems which leverage HIT (including the EHRs used by Medicaid providers), MMIS, and Kansas's statewide HIE.

4.6.5.8 Perform data analysis on information needed from all Kansas Regional Health Information Organizations (RHIOs) in order to ensure continuity and coordination of care for Medicaid beneficiaries. Any products or tools developed as the result of this analysis will be the property of the State.

4.6.5.9 Complete a detailed analysis, options, and recommendations for Kansas Medicaid systems enhancement/development related to HIE and HIT.

DELIVERABLE: DRAFT Technical Assessment Report

NOTE: The Final version of the Technical Assessment Report will be included as part of the MMIS Reprocurement Analysis Report as addressed in Section 5.6.6

DUE: Ninety (90) Days from Contract Award

4.6.6 MMIS REPROCUREMENT ANALYSIS REPORT AND RECOMMENDATIONS

4.6.6.1 Overview

Contractor shall create a MMIS Reprocurement Report which will include sections for each of the following major contract tasks as addressed in section 4.6.1.1:

4.6.6.1.1 Research Options and Develop Recommendations for the next Kansas MMIS Reprocurement: This section of the report will be referenced throughout this section of the RFP as the MMIS Reprocurement Analysis Report

4.6.6.1.2 Technical Assessment of all the State's Medicaid Systems and Related Architecture

4.6.6.2 General Kansas Information Technology Office Requirements

The Contractor must submit a report that meets the requirements of the Kansas Information Technology Office (KITO). More information about these requirements can be found at: <http://oits.ks.gov/kito/>

The report shall include the following components:

4.6.6.2.1 Project Summary

4.6.6.2.2 Business Case

The report shall include a concise business case for performing the project which will include information about the program background, the business problem or opportunity that needs to be addressed. In addition, this section shall highlight the business objectives that must be achieved. Lastly, the business case shall include a functional requirements section that will describe the essential characteristics that must be achieved to satisfy each objective.

4.6.6.2.3 Baseline Business Analysis/

The report shall also provide a thorough analysis of the current method of operation and existing infrastructure which will help the project team understand all technical and managerial problems needing to be addressed and provide a baseline from which to explore alternative solutions.

4.6.6.2.4 Alternative Analysis/ Proposed Solution

The proposed solution shall identify the best alternative that satisfies the project objectives and functional requirements. It shall provide information on the best course of action and will include sufficient information and detail to allow decision makers to confirm the advantages and disadvantages of the recommended proposal. This section shall also describe the rationale for the selection and other alternatives considered.

4.6.6.2.5 High Level Project Plan

As required by the Kansas Information Technology Executive Council (ITEC) policy 2400 and 2400 A, a High Level Project Plan will be developed and submitted with the report. This differs from the Detailed Project Plan referenced in 5.6.2.4.1 in that this plan is for the projects addressed in the report, not for work being done as part of this RFP. The High Level Plan will describe the project and clarify expectations and become the road map for successfully completing the project. The High Level Project Plan will receive CITO approval prior to starting the project execution. The High Level Project Plan shall include the following major deliverables:

- A cover letter signed by the state entity head requesting approval of the high level project plan.
- State entity checklist for the high level IT project plan
- DA 518 IT Request Explanation
- DA 519 IT Cost Benefit Statement
- Work Breakdown Structure (WBS) with major milestones
- Risk Identification Summary
- Architectural Compliance Statement
- Ownership of Software Code and Related Intellectual Property Statement
- Web Accessibility Statement and Approval Letter from the State Director of IT Accessibility to comply with ITEC Policy 1210.
- Electronic Record Retention Statement and Approval Letter from the State Archivist to comply with the provisions outlined in K.S.A. 45-403 and K.S.A. 45-213 through 45-223 (<http://www.kshs.org/government/records/stategovt/recordslaw.htm> <http://www.kslegislature.org/bills/2010/2195.pdf>).
- Risk Assessment Analysis (RAM)

4.6.6.2.6 Economic Analysis Worksheet

Lastly, the report shall include an economic analysis that will document the cost and resource assumptions the KDHE made during the planning process. The proposed project shall be costed out for at least one (1) full year beyond implementation to reflect ongoing maintenance and operation costs. If the

project is cyclical in nature, the analysis should reflect costs for one complete cycle.

4.6.6.3 The MMIS Reprocurement Analysis shall also incorporate, at a minimum, all of the following items:

4.6.6.3.1 Written analysis of the elements, contained in the MITA Roadmap applicable to the MMIS and critical function prioritization.

4.6.6.3.2 The Contractor's review of applicable federal and state regulations on information technology system architectures that relate to the MMIS and health technology.

4.6.6.3.3 The Contractor's review of how standalone systems and information technologies developed the KDHE may be integrated into the MMIS to create efficiencies.

4.6.6.3.4 The Contractor's review of how the MMIS may integrate or interact with other health information technologies under development in the state.

4.6.6.3.5 The Contractor's review and analysis of other state's MMIS related procurement activities.

4.6.6.3.6 The current best practices in MMIS related procurements.

4.6.6.3.7 A determination of the most advantageous procurement methods and approaches.

4.6.6.3.8 A detailed description of the obstacles other states have faced in MMIS related procurements.

4.6.6.3.9 A discussion of the approaches or methods that allow the KDHE to avoid or mitigate the effects of obstacles during its own MMIS reprocurement project.

4.6.6.3.10 Recommendations on whether the KDHE should have the new MMIS Contractor transfer an existing, modern MMIS from another state to use for the KDHE, have the new MMIS contractor propose a custom MMIS for the KDHE or have the new MMIS Contractor take over the existing MMIS and upgrade it.

4.6.6.3.11 Recommendations of improvements or enhanced functionality, currently in use in or proposed by other states that would increase efficiency, functionality or capability of the KDHE's MMIS.

4.6.6.3.12 The specific practices, approaches, best practices, obstacles faced and estimated cost (according to the Contractor's research or best estimate) for improvements and enhancements that were incorporated into the MMIS of the similar states included in the detailed procurement analysis.

4.6.6.3.13 The pros and cons of any method, improvement or approach proposed.

4.6.6.3.14 Updated reprocurement timelines for each method, improvement or approach proposed.

4.6.6.3.15 As part of its MMIS Reprocurement Analysis Report, the Contractor shall recommend a procurement approach, including systems and operational options for KDHE consideration. All proposed solicitations and

procurement methods shall conform to KDHE, State of Kansas and federal procurement laws, rules, regulations, policies and procedures and maximize competition amongst the potential bidders. The proposed solutions should comply with the Kansas Information Technology Architecture requirements as defined at: <http://oits.ks.gov/kito/cita/KITA.htm>

4.6.6.4 Technical Analysis Portion of the MMIS Reprocurement Analysis Report
The Contractor shall document the final findings of the Technical Assessment (addressed in section 5.10 of this RFP) in the MMIS Reprocurement Analysis Report. The contract shall recommend a format and organization for this section of the document which will be subject to KDHE approval.

4.6.6.4.1 Deliverables

4.6.6.4.1.1 DELIVERABLE: Draft MMIS Reprocurement Analysis Report

DUE: One-hundred and five (105) days from the Contract Effective Date

4.6.6.4.1.2 DELIVERABLE: Final MMIS Reprocurement Analysis Report

DUE: Fifteen (15) Calendar Days from the submission of the Draft MMIS Reprocurement Analysis Report

4.6.6.4.1.3 The KDHE will review the Contractor's Final MMIS Reprocurement Analysis Report and recommendations and will determine the methods for and approaches to the MMIS repurchase that are most advantageous to the KDHE. The Contractor shall plan for a minimum of four weeks for the KDHE to review this report and make a determination. The KDHE may request that the Contractor provide walk-throughs of the MMIS Reprocurement Analysis Report and respond to inquiries from the KDHE's leadership

4.6.7 MMIS RFP CREATION

4.6.7.1 The Contractor shall be responsible for all document production relating to the MMIS Reprocurement Solicitation including, but not limited to, any Advanced Planning Document (APD), the content of the repurchase documents, technical and application system requirements and all attachments or data required for supporting documents. All documents or deliverables, which Contractor produces under this section, shall follow KDHE formatting and editing guidelines for solicitations. All procurement activities related to this section shall follow KDHE, State of Kansas and federal procurement laws, regulations and rules. During all steps of the drafting, and issuance process, the Contractor shall create solicitation documents that promote open competition among all potential bidders.

4.6.7.2 The Contractor shall host meetings on a weekly basis at a minimum, to address open issues regarding the creation of the MMIS Reprocurement RFP.

4.6.7.3 Advanced Planning Documents:

The Contractor shall assist in identifying the potential Stakeholders for the MMIS Reprocurement and work with the KDHE and Stakeholders to determine any additional requirements for the new MMIS. The Contractor shall conduct any

required interviews or Stakeholder meetings to obtain the information necessary to make these determinations. The Contractor shall draft all APDs required by CMS, including any necessary Planning APDs (PAPD), Implementation APDs (IAPD) and APD Updates (APD-U) to obtain the appropriate level of Federal Financial Participation (FFP). These documents shall include all sections of the APD described in State Medicaid Manual Chapter 11 Section 11110A and in 45 CFR 95.605(2) subsections i, ii, iii, iv, vi, vii, viii, ix, x and xi (including but not necessarily limited to: Statement of needs and objectives, Summary of results of the requirements analysis, cost/benefit, , and alternatives analysis, Project Management Plan, Proposed budget, Prospective cost allocation/funds distribution, Proposed activity schedule, Enclosures: Cost/benefit analysis, Alternatives analysis, and Budget detail.

DELIVERABLE: APDs, as required including an MMIS Implementation IAPD

DUE: Thirty (30) calendar days from the request by the KDHE.

NOTE: The MMIS Implementation IAPD must be submitted to KDHE for review within fifteen (15) calendar days of MMIS contract award.

4.6.7.4 Electronic Record Retention Plan and Schedule:

In order to assist in the development of the Electronic Record Retention requirements outline in K.S.A. 45-403 and K.S.A. 45-213 through 45-223 (<http://www.kshs.org/government/records/stategovt/recordslaw.htm> http://www.kslegislature.org/li/b2013_14/statute/), the vendor will assist in the preparation of the electronic records retention plan and schedule. Information technology projects over \$250,000 are required to evaluate impacted government records with long term (10+ years) enduring value for their ingestion into the Kansas Enterprise Electronic Preservation (KEEP) system. The evaluation generally will include but is not limited to the following major tasks:

Identify records impacted by the new system,

4.6.7.4.1 Identify records with (10+ years) of long term enduring value

4.6.7.4.2 Determine if these records follow the applicable federal and state retention schedules. If a retention schedule does not exist for a specific record then one will need to be created and approved by the appropriate state records authority and comply with both federal and state requirements.

4.6.7.4.3 Develop the appropriate tasks to be included in the implementation schedule that will be necessary to ingest the electronic records into the KEEP system which is maintained by the Kansas Historical Society.

DELIVERABLE: Electronic Records Retention Plan and schedule of tasks to be included in the implementation plan to perform the necessary tasks for ingestion of the records into the KEEP system.

DUE: September 30, 2013

4.6.7.5 The Contractor shall work with the KDHE to determine which improvements or enhancements shall be included in the final MMIS Reprocurement Request for Proposal (RFP).

4.6.7.6 In the Proposal, the Bidder shall describe the methodology and tools that the Contractor will use to identify, develop and define MMIS RFP requirements.

4.6.7.7 The MMIS RFP shall require the MMIS contractor to support any Gate reviews required by CMS during the course of the MMIS contract based on the Enterprise Life Cycle (ELC). The MMIS RFP should require the MMIS contractor to provide any artifacts/deliverables required by CMS as part of that Process.

4.6.7.8 The Contractor shall develop an RFP which requires MMIS enhancements sufficient to bring the existing Kansas MMIS in compliance with the Seven Standards and Conditions (as addressed in MITA 3.0 and 42 CFR Part 433) or other option that is compliant with Seven Standards and Conditions . The enhancements will be required for enhanced FFP.

4.6.7.9 **MMIS RFP and Proposal Evaluation Plan:**

The Contractor shall develop a sufficiently detailed and comprehensive RFP that will allow the KDHE to contract with a MMIS Contractor or Contractors, including the creation of all necessary attachments. The Contractor shall provide the draft RFP documents and a draft Proposal Evaluation Plan (PEP) to the KDHE as requested or required by the KDHE's procedures. The PEP shall contain the evaluation criteria and metrics that the KDHE may use to evaluate all proposals in response to the MMIS Reprocurement RFP. The Contractor shall propose this bid evaluation criteria subject to KDHE approval. The Contractor shall include additional or alternate criteria to apply should only one bid be received in response to the MMIS RFP.

DELIVERABLE: Draft MMIS Reprocurement RFP and PEP.

DUE: No later than October 15, 2013

4.6.7.10 The Contractor shall incorporate any comments or changes from the KDHE into the final solicitation document and create the final PEP based on the finalized solicitation document.

DELIVERABLE: Final MMIS Reprocurement Request for Proposal and PEP

DUE: No later than November 15, 2013

4.6.8 MMIS RFP PROCESS SUPPORT

4.6.8.1 The KDHE will conduct the evaluation of all proposals submitted in response to the MMIS RFP. The KDHE may require the Contractor to assist the evaluation committee by acting as a subject-matter expert to address questions that arise during the evaluation.

4.6.8.2 The Contractor shall support any gate reviews required by CMS during the course of the Contract and provide any artifacts/deliverables required by CMS as part of that Process.

4.6.8.3 As addressed in Section 5.6.7.9, the PEP shall contain the evaluation criteria and metrics that the KDHE may use to evaluate all proposals in response to the MMIS Reprocurement RFP. The Contractor shall propose this bid evaluation criteria subject to KDHE approval. The Contractor shall include additional or alternate criteria to apply should only one bid be received in response to the MMIS RFP.

4.6.8.4 The KDHE will conduct all pre-procurement conferences and vendor outreach.

4.6.8.4.1 The Contractor shall facilitate the pre-procurement conferences by preparing all necessary documents and materials, ensuring the location where the conferences will be held is suitable for the expected number of attendees, preparing the meeting minutes of the conference and distributing the minutes of each conference to the KDHE. The Contractor shall compile and provide answers to all vendor questions regarding the solicitation, including all questions that result from any pre-procurement conferences. The Contractor shall submit all answers to the KDHE for review and approval. Once approved, the KDHE shall publish the answers to all vendor questions in compliance with the KDHE's policies and procedures.

4.6.8.5 The KDHE will serve as a liaison between the Contractor and other State agencies, the KDHE stakeholders and Federal agency representatives, including, but not limited to, CMS, and monitor the resolution of problems identified by the Contractor or KDHE staff.

4.6.8.6 The KDHE will provide Contractor with necessary information on changes in KDHE policy and system requirements, as well as create or modify KDHE policies as necessary to complete the project.

4.6.8.7 The contractor shall draft a bid evaluation report documenting the findings of the bid evaluation teams.

DELIVERABLE: Bid Evaluation Report

DUE: No later than April 30, 2014.

4.6.8.8 The Contractor shall draft the statement of work for the final contract between the KDHE and the apparent selected MMIS Contractor, incorporating all

differences between the Statement of Work section in the Reprocurement RFP and the selected MMIS Contractor's proposal.

DELIVERABLE: Final Contract Draft Statement of Work

DUE: Ten Days from the completion of the initial bid evaluation.

4.6.8.9 The KDHE will use the Draft Statement of Work created by the Contractor to draft and negotiate the final contract with the selected MMIS Contractor

4.7 Timeline

The high-level timeline associated with the award of this contract and the resulting services is as follows:

	Start	End
Consultant Contract Bids and Award (This RFP)		
Issue this RFP for Consultants	3/25/13	3/25/13
Bids Due	4/25/13	4/25/13
Award Consultant Contract	5/17/13	5/17/13
MITA 3.0 Assessment, and Analysis		
Technical Assessment Performed	6/18/13	9/16/13
MMIS Reprocurement Analysis Report	6/18/13	9/16/13
MITA 3.0 Assessment Completed	6/18/13	9/30/13
MMIS Reprocurement		
MMIS RFP Developed/ Issued	6/3/13	1/15/14
MMIS Bid Evaluation and Contract Award	4/15/14	7/7/14

The above timeline is intended as a high-level guideline and is expected to be adjusted and evolve based on input from the winning bidder and development of the Project Plan.

4.8 Project Personnel

4.8.1 Key Personnel

The Contractor shall provide qualified staff to perform the activities described in this RFP and maintain appropriate staffing levels throughout the term of the Contract. The Contractor's primary point of contact and other Key Personnel shall be available on-site at its office in the Topeka metropolitan area, unless the KDHE grants permission otherwise. Where appropriate, the same person may be allowed to fill a position in different contract phases, except that no individual shall be allowed to fill more than one of the roles defined as Key Personnel in this section.

The KDHE reserves the right to approve Key Personnel assigned to the contract with the KDHE and any changes in such Key Personnel. The KDHE will provide prior approval of Key Personnel to the Contractor's Project Manager. The Key Personnel identified for this contract are as follows:

- Project Manager.
- MITA Lead Analyst.
- MMIS Research Lead.
- RFP Drafting Lead.

The minimum qualifications and responsibilities for the listed key personnel are as follows:

4.8.1.1 Key Personnel Minimum Qualifications

4.8.1.1.1 Project Manager:

The Contractor shall provide a Project Manager with primary project responsibility for all phases of the project contained in the Contract and who will be the KDHE's primary point of contact. This position shall serve as the Contractor's project manager for all phases of the project and shall be responsible for the completion of all tasks and deliverables in the Contract. The Contractor shall provide a Project Manager that meets the following qualifications, experience and education requirements:

4.8.1.1.1.1 Must be a full time employee of the Contractor.

4.8.1.1.1.2 Certified by a nationally recognized project management certification program or have a Master's degree in project management or a related field.

4.8.1.1.1.3 At least five (5) years experience in successfully managing projects involving large, complex IT systems such as the MMIS, including experience in people management, risk management, change management and project management software.

4.8.1.1.1.4 At least two (2) years with federal health care IT regulations or initiatives, such as MITA.

4.8.1.1.2 MITA Lead Analyst.

The Contractor shall provide a MITA Lead Analyst that meets the following minimum qualifications and experience requirements:

4.8.1.1.2.1 At least two (2) years experience with federal health care IT regulations or initiatives; experience with MITA is desired.

4.8.1.1.2.2 At least five (5) years experience with documenting business processes and making business process improvement recommendations.

4.8.1.1.3 MMIS Research Lead.

The Contractor shall provide a MMIS Research Lead that meets the following minimum qualifications and experience requirements:

4.8.1.1.3.1 At least five (5) years experience with the technical analysis of large computer systems; experience with analyzing a state MMIS is desired.

4.8.1.1.4 RFP Drafting Lead.

The Contractor shall provide a RFP Drafting Lead that meets the following minimum qualifications and experience requirements:

4.8.1.1.4.1 Have been primarily responsible for the drafting of at least one (1) solicitation for a large computer system, similar in scope to the KDHE's MMIS; experience creating a solicitation to procure or reprocure a MMIS is desired.

4.8.1.2 The Contractor shall provide the KDHE with a Final Organization Chart and Staffing Plan showing the individuals who will be assigned to the Contract.

DELIVERABLE: Final Organization Chart and Staffing Plan

DUE: Within five (5) calendar days of the Contract Effective Date

4.8.1.3 Personnel commitments for Key Personnel shall not be changed without prior approval of the KDHE, unless due to the resignation of any named individual. The KDHE shall approve, in advance and in writing, any permanent or temporary changes or deletions of the Contractor's Key Personnel, as finalized in the Contractor's work plan. The Contractor shall supply the KDHE with an updated organization chart, a staffing plan identifying each of the staff and a resume and references for any proposed replacement whenever there is a change to Key Personnel or upon request by the KDHE. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed their predecessor's, unless otherwise approved by the KDHE.

DELIVERABLE: Updated Organization Chart and Staffing Plan

DUE: Within five (5) calendar days of the change in Key Personnel or request by the KDHE for an Updated Organization Chart and Staffing Plan

4.8.1.4 The KDHE further reserves the right to approve or disapprove all of the Contractor's staff assigned to the Contract or to require the reassignment of any Contractor employee found unacceptable to the KDHE. The KDHE has the right to request that any personnel be removed or replaced at any time, for any reason, if it is determined to be in the best interest of the KDHE.

4.8.1.5 The Contractor may use subordinate project managers, project management associates or other staff, who report to the Project Manager, as it believes is appropriate, necessary or efficient to fulfilling its responsibilities under the Contract. All subordinate project managers, project management associates and other staff reporting through the Project Manager shall not be considered Key Personnel and are not subject to the requirements for the Project Manager.

4.8.1.6 The Project Manager shall coordinate and manage all Subcontractors retained by the Contractor to perform any aspect of the work contained in the Contract. The Project Manager may use subordinate project managers to fulfill this requirement.

4.8.2 OTHER PERSONNEL

Contractor shall provide personnel sufficient to complete the responsibilities under the Contract. Personnel must have previous experience in providing quality work and meeting deadlines on projects of similar scope and size.

4.9 Additional solicitations and evaluation plans

If the Department selects, in its sole discretion, to amend the Contract to have the Contractor create or edit additional solicitations and evaluations plans, the work may include any of the following:

4.9.1 Assisting the Department in drafting, editing, issuing and/or evaluating other Department solicitations related to either the MITA or MMIS Reprocurement projects, as determined by the Department.

4.9.2 Assisting the Department in drafting, editing, issuing and/or evaluating other Department solicitations the Department determines are necessary or efficient toward meeting the goals of the MITA or MMIS Reprocurement projects.

4.9.3 Assisting the Department in the drafting, editing and execution of any contracts, amendments or other agreements, or any Statements of Work for those documents, that the Department determines are necessary or efficient toward meeting the goals of the MITA or MMIS Reprocurement projects.

4.10 Location of Contract Functions

The Contractor shall provide Key Staff onsite in Topeka at offices to be provided by KDHE. KDHE will provide office furniture and desk phones. The contractor shall provide sufficient equipment (laptops, cell phones, projectors, etc...) as necessary to perform their duties.

The Contractor shall provide conference call lines and webinar capabilities as necessary to facilitate meetings for both vendor and state staff. The required webinar capabilities should include conference access for all state participants via a common standard such as WebEx.

5. COST SHEET

Bidder Name: _____

5.1 Compensation: The vendor shall propose a firm, fixed price for all work described in this RFP, by providing a separate fixed price for all work for State Fiscal Years 2013 through 2015 and providing a single blended hourly rate for any potential work that may be performed pursuant to RFP Section 7.2 Additional Solicitations and Evaluation Plans in the event that the Department selects to have the Contractor perform this work. The state fiscal year is July 1 through June 30.

5.2 Invoicing: The Department will review all deliverables and milestones completed, and inform the Contractor of those completed in a manner acceptable to the Department. Once the Department has determined that a deliverable is complete, the Contractor may include the amount for that deliverable on a monthly invoice that includes all deliverables that were completed during that month. The Contractor shall not invoice the Department and the Department will not make payment for any deliverable prior to the acceptance of that deliverable.

5.3 Payment Retainage:

5.3.1 Retainage in an amount of ten percent (10%) of all contract payments will be withheld by the State until 90 days after the final State approval of all services to be performed by the Contractor under this Contract and formal acceptance by the State of all deliverables. The following will be excluded from Retainage: postage payments made on behalf of the state as pass through payments.

5.3.2 The Retainage amount shall, increase immediately and through the remainder of this Contract, in the event that two (2) or more deliverables have been received after their due date as a result of Contractor's late delivery or in the event that two (2) or more deliverables have been received in such poor quality as determined by the State, that the State has notified Contractor that the deliverables are unacceptable and given to the Contractor a notice, in writing, from the State, to cure in accordance with the terms of this Contract. In either case, Retainage shall increase immediately so that fifteen percent (15%) of all contract payments will be withheld by the State until 90 days after the final State approval of all services to be performed by the Contractor under this Contract (less the exemptions listed above) and formal acceptance by the State of all deliverables.

5.3.3 The Retainage amount shall increase immediately and through the remainder of this Contract, in the event that three (3) or more deliverables have been received after their due date or other agreed upon timeframe, as a result of Contractor's late delivery or in the event that three (3) or more deliverables have been received in such poor quality as determined by the State, that the State has notified Contractor that the deliverables are unacceptable and given to the Contractor a notice in writing, from the State, to cure in accordance with the terms of this Contract. In either case, Retainage shall increase immediately so that twenty percent (20%) of all contract payments will be withheld by the State until 90 days after the final State approval of all services to be performed by the Contractor under this Contract (less the exemptions listed above) and formal acceptance by the all deliverables.

5.3.4 The State may, at its sole discretion, waive all or part of any of the aforementioned conditions or actions, via written notice to the Contractor, one or more times and such waiver(s) shall not prohibit the State from enacting such conditions or actions at a later date at its sole discretion.

5.3.5 The provisions of subsections (5.3.2) and (5.3.3) herein shall apply only where Contractor or Subcontractors are the sole source of any delay or late delivery.

5.3.6 If the contract is terminated for cause, convenience or unavailability of funds, any Retainage held prior to termination will be released to the Contractor thirty days following the effective date of the termination.

5.4 The vendor shall include two (2) Excel worksheets in as part of the cost proposal using the templates provided below.

5.4.1 **Deliverables Cost Worksheet:** Provide the price each deliverable by State fiscal year. List only one (1) payment for each deliverable.

Deliverables Cost Worksheet				
RFP Reference	Deliverable	SFY2013	SFY14	TOTAL
4.6.2.4.1.1.	Project Plans – Detailed Plan			
4.6.2.4.1.2.	Project Plan Updates			
4.8.1.2.1.	Organizational Chart and Staffing Plan			
4.8.1.3.1.	Organizational Chart and Staffing Plan Updates			
4.6.2.6.1.1.	Communication Management Plan			
4.6.3.2.1.1.	MITA Orientation Sessions			
4.6.3.2.2.1.	MITA Update Sessions			
4.6.3.3.2.1.	MITA SS-A Report			
4.6.3.3.3.1.	MITA SS-A Presentation			
4.6.4.3.4.1.	MMIS Reprocurement Research			
4.6.5.9.1	Technical Assessment Report			
4.6.6.5.1	Draft MMIS Reprocurement Analysis Report			
4.6.6.5.3	Final MMIS Reprocurement Analysis Report			
4.6.7.7.1	APD (30 days from when requested) *			
4.6.7.4.3.1.	Electronic Records Retention Plan and schedule of tasks to be included in the implementation plan to perform the necessary tasks for ingestion of the records into the KEEP system.			
4.6.7.9.1	Draft MMIS Reprocurement RFP and PEP			
4.6.8.8.1	Final MMIS Reprocurement Request for Proposal and PEP			
4.6.8.7.1.	Bid Evaluation Report			
4.6.8.10.1.	Final Contract Draft Statement of Work			
TOTAL				

*For the APD deliverable, the Bidder shall identify each APD (including PAPD, PAPD-U, IAPD, or IAPD-U) that the Bidder anticipates may be required, for the projects associated with the RFP Scope of Work, and provide accost for each.

5.4.2 **Hourly Rates for Additional Work:** The vendor shall provide a firm blended hourly rate for each category of staff that may apply to any additional work the Department selects to have the Contractor perform, as described in Section 4.9 of this RFP.

Hourly Rates for Additional Work	
Staff Description	Hourly Rate

APPENDIX A: State and Federal Debarment Suspension Certification - Instructions for Certification

A. Instruction for Certification:

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification" Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;**
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and**
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

APPENDIX B: Glossary

Word	Description
Accenture	Vendor currently employed to develop the KDHE's Kansas Eligibility and Enforcement System (KEES).
Advanced Planning Document (APD)	A document used to request funding from a federal agency. There are two main types. A Planning APD and an Implementation APD.
Advanced Planning Document Update (APDU)	An update to an ongoing APD. It is sent when requesting funding for unexpected changes that significantly affect project costs and outcomes.
Basic Assessment & Service Information System for the Division of Disability and Behavioral Health Services (BASIS)	A mental retardation and developmental disabilities system used to track client information including eligibility, level of care, special population and psychotropic medication information, services and provider.
BEACON	Benchmark Effectiveness Aggregate for Community Outcomes Networking.
Chief Information Technology Officer (CITO)	In Kansas State Government, there are three CITO's appointed, one for each branch of government. In the Executive Branch, this person is appointed by the Governor to oversee all IT projects within the Executive Branch. The Legislative CITO oversees all IT projects within the Legislative Branch and the Judicial does the same within the state court system. They represent the highest level IT executive within their respective branches.
Centers for Medicare and Medicaid Services (CMS)	CMS is a federal agency within the United States Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the State Children's Health Insurance Program (CHIP) and health insurance portability standards.
Code of Federal Regulations (CFR)	A codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.
Developmental Disability Community Service Provider (DD CSP) License	A license management tool used by the developmental disability community service providers.
Developmental Disability (DD) Ineligible	A disability ineligible tracking tool used by the developmental disability community.
Federal Financial Participation (FFP)	That portion paid by the Federal government to states for their share of expenditures for providing Medicaid services, administering the Medicaid program, and certain other human service programs.
FEIN/TIN	Federal Employer Identification Number (FEIN) or the Federal Tax Identification Number, the FEIN is a unique nine-digit number assigned by the Internal Revenue Service (IRS) to business entities operating in the United States for the purposes of identification. When the number is used for identification rather than employment tax reporting, it is usually referred to as a Taxpayer Identification Number (TIN), and used for the purposes of reporting employment taxes.
Fiscal Agent	The Department's incumbent Medicaid Fiscal Agent and MMIS Contractor, providing claims and prior authorization processing; provider relations; design, development and implementation activities for MMIS changes; and managing and operating the Department's MMIS.
Feasibility Study Report (FSR)	For projects greater than \$1 million dollars, Kansas state agencies will be required to conduct a feasibility study to examine the technical and cost data to determine the economic potential and the practicality of a project.
Hewlett Packard Enterprise Services (HPES)	Current vendor that acts as the state of Kansas fiscal agent and provides MMIS services.
Implementation Advanced Planning	Implementation (IAPD) addresses systems analysis, design, development, integration, testing and deployment; completes the planning phase; requests

Word	Description
Document (IAPD)	funding for enhancements to ongoing operations; and obtains approval to conduct implementation activities.
ICD-10 Coding	ICD-10 is the 10th revision of the International Statistical Classification of Diseases and Related Health Problems (ICD), a medical classification list by the World Health Organization (WHO). It codes for diseases, signs and symptoms, abnormal findings, complaints, social circumstances, and external causes of injury or diseases.
Information Technology Executive Council (ITEC)	The 17 member Information Technology Executive Council is responsible for approval and maintenance of all information technology policies, IT project management procedures, the statewide technical architecture, and the state's strategic information management plan.
KAMIS	Kansas Aging Management Information System for use by Area Agencies on Aging, service providers for Aging programs, the public, and State staff. The system collects and reports data on customer assessments plans of care, and services provided under all Aging programs.
Kansas Department of Health and Environment (KDHE)	Kansas state agency responsible for protecting and improving the health and environment of Kansans.
Kansas Eligibility and Enforcement System (KEES)	An IT project within KDHE whose purpose is to develop a new eligibility system for human services programs with the State of Kansas.
Kansas Information Technology Office (KITO)	The Kansas Information Technology Office (KITO) supports the statutory responsibilities of the Executive, Judicial, and Legislative Branch Chief Information Technology Officers (CITOs) and the Chief Information Technology Architect (CITA) by providing enterprise services across state government.
KL02	Kansas Lifestyle Outcomes 2 nd Edition. An MR/DD system to measure quality enhancement outcomes for waiver services (Quality Assurance).
Managed Care Organizations (MCO)	A continuum of organizations that provide managed care, each operating with slightly different business models. Some organizations are made of physicians, while others are combinations of physicians, hospitals, and other providers.
Medical Assistive Technology Level of Care (MATLOC)	A system that allows assessment information to be collected by contract providers for Technology Assisted (TA) children. It supports needed and proposed service plans. Approvals occur via program manager.
Medicaid Information Technology Architecture (MITA)	MITA is an initiative of the Centers for Medicare & Medicaid Services (CMS) that establishes national guidelines for technologies and processes that enable improved program administration for the State Medicaid Enterprise. Medicaid communities want to ensure that the mission and goals of the Medicaid program are met. The MITA initiative includes an architecture framework, processes and planning guidelines for enabling state Medicaid enterprises to meet common objectives with the framework while supporting unique local needs.
Planning Advanced Planning Document (PAPD)	Planning (PAPD) requests funding for planning activities; it specifies the nature of the automation effort and investigates the feasibility, system alternatives, requirements and resources needed to move forward with system development. Please
Project Management Body of Knowledge, Fourth Edition	A complete set of concepts, terms and activities that make up a professional domain, as defined by the relevant professional association. This body of knowledge refers to the Project Management Institutes Common Body of Knowledge.
Proposal Evaluation Plan (PEP)	A set of established criteria used during the procurement process to measure whether a vendor can successfully meet the requirements of a contract.
QA (Quality Assurance)	This system will be used to collect and report on all Child Support Services (CSS) Waivers Quality Assurance surveys.
Risk Assessment Analysis (RAM)	The Risk Assessment Model (RAM) is a tool that assists the Chief Information Technology Office (CITO) and state project managers with quantifying and summarizing information technology (IT) project risks.

Word	Description
SCRIPTS	Statewide Contractor Reimbursement Information and Tracking System. Used to support federal and state expenditures for services delivered by the Child Welfare Contract Management Providers.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.